



Indiana Legal Services, Inc. Military Assistance Project Veterans' Eviction Avoidance Project (VEAP) Frequently Asked Questions (FAQs)

Q: What is the Veterans' Eviction Avoidance Project (VEAP)?

A: The Veterans' Eviction Avoidance Project (EAP) is a project of Indiana Legal Services Military Assistance Project through a grant from the Indiana Department of Veterans Affairs designed to work with community partners to provide vulnerable clients legal representation to avoid evictions. Eligible applicants may receive an attorney to assist them in a defense during various parts of the judicial eviction process.

Q: Who is eligible for assistance?

A: Because of the way the VEAP is funded, there are eligibility restrictions. All applicants must be at risk of eviction, either threatened or where judicial action has been filed and is pending. Applicants must be veterans who received either an Honorable Discharge or a General Under Honorable Conditions Discharge. The VEAP is available to all eligible veterans who reside in any county in Indiana.

Q: What services will the VEAP attorney provide?

A: The VEAP provides services in order to assist a tenant in avoiding an eviction. This includes pre- and post- trial negotiations with landlords or landlord attorneys, as well as providing representation by defending tenants in judicial possession proceedings.

Q: Can clients receive assistance if they have already been evicted?

A: In some cases, yes. In circumstances where a court has found that a tenant should be evicted, but the Writ of Possession (issued by the court) has NOT yet been executed, the EAP attorney may be able to negotiate with landlords on the tenant's behalf to permit additional time to move out or find agreeable terms to have the Writ set aside.

Q: A tenant has been evicted and is disputing the landlord's claim for unpaid rent or other money damages. Are they eligible for assistance from the VEAP?

A: Maybe. The VEAP's priority is to assist with matters related to the tenant's ongoing possession of the rental unit. However, if there are resources available, the VEAP attorney may be able to assist with damages hearings. If the VEAP cannot assist with a damages hearing, former tenants may contact Indiana Legal Services, Inc. to complete an intake for other legal services by calling 1-844-243-8570, from 10:00 a.m. to 2:00 p.m., Monday through Friday or by applying on-line at www.indianalegalservices.org.

Q: A tenant has been evicted, has already moved out of the rental unit, and later wants to challenge the eviction as wrongful or seek to have the eviction removed from their record. Can they receive assistance from the VEAP?

A: No. Because the former landlord has already taken possession, the VEAP is NOT available to assist. The former tenant may still contact us through our general intake process to apply for other legal assistance. See contact information above.

Q: The landlord has threatened to evict the tenant, but has NOT filed anything in court. Can the VEAP attorney assist the tenant?

A: Yes. Making a referral for assistance through the VEAP at the earliest sign that there may be an issue is the best way for the attorney to help avoid the eviction. Additionally, this is the best time for an attorney to intervene and prevent an eviction, even if dismissed later, from appearing on the veteran's record.

Q: Many clients face eviction for non-payment of rent based on an unexpected loss of income. What can the VEAP do for those clients?

A: Nonpayment of rent is the most frequent basis for judgments of eviction. Tenants should make every effort to stay current and NOT withhold rent for any reason. When a tenant's inability to pay results in a threat of eviction, there may be grants and other funding available to the veteran to get caught up on rent. The attorney will refer the veteran to organizations that can assist the veteran with applying for these resources if the veteran is NOT already receiving this assistance. Additionally, the VEAP attorney will attempt to negotiate a "soft landing" for the tenant. For example, the attorney may be able to negotiate a payment arrangement or a voluntary move out with an extended possession date without an eviction on the client's record. When an agreement is NOT possible, the attorney may be able to use the facts and circumstances of the case to secure an order from the court that allows the tenant to remain in the housing or vacate without an "eviction" on the tenant's record.

Q: How do clients apply for assistance?

A: While some applicants may be referred to the VEAP as part of our general intake process, most will be working with a veteran service provider, such as the VA, the National Guard Family Assistance Center, a County Veteran Service Officer, or a Joining Community Forces community partner who may make a direct referral. To make a direct referral online, visit https://ilsoi.legalserver.org/modules/matter/extern_intake.php?pid=132&h=f0baaf&. Note that although the online referral form states that it is for Marion County ONLY, we can take VEAP referrals through this form. Alternatively, partner organizations may make a direct referral by submitting a completed EAP Referral Form to ILS by emailing the form to polli.pollem@ilsi.net or by sending the form to our office by facsimile at (317) 631-9775, ATTN: MAP VEAP.

Supplemental: COVID-19: New Federal Eviction Moratorium

As of Friday, September, 4, 2020, a new national eviction moratorium was announced by the Center for Disease Control ("CDC"). You may qualify to avoid an eviction from your home until December 31, 2020 if you meet the following conditions and send your land lord a **signed declaration (at the end of this section)**.

(Source material: Nat'l Housing Law Project)

Q: HOW DO I KNOW IF I AM COVERED BY THE MORATORIUM?

A: To be eligible, renters must meet the following qualifications:

- You have used your “best efforts” to obtain government rental assistance;
- You do not expect to earn more than \$99,000 in 2020 (or \$198,000 if you are married and filed a joint tax return), or you did not need to report income to the federal government in 2019, or you received an Economic Impact Payment this year;
- You have been experiencing a “substantial” loss of household income because of a layoff or reduced work hours, or you have “extraordinary” out-of-pocket medical expenses (defined as an unreimbursed medical expense that exceeds 7.5% of your adjusted gross income for the year);
- You have been making your best effort to make partial rent payments as close to the full amount due as possible; and
- Being evicted would cause you to become homeless or you would have to move in with a friend or family member (live “doubled up”).

Q: WHAT MUST I DO TO BE PROTECTED BY?

A: If you meet all of the above criteria, you must send a **signed declaration** (under penalty of perjury) to your landlord. We have included a fillable draft at the end of these FAQs. You should send this by e-mail to your landlord. If you have access to a printer, you should print a copy, and mail it to your landlord by certified mail, return receipt requested. Keep copies of all documents you send to your landlord.

Q: DO I NEED TO PROVIDE PROOF OF FINANCIAL HARDSHIP, “BEST EFFORTS” TO OBTAIN ASSISTANCE, OR OTHER CRITERIA FOR COVERAGE?

A: The CDC’s order does not require you to provide any proof with the declaration. However, you should keep **ALL** copies of applications for assistance and any other supporting documentation on hand in case your landlord attempts to challenge the declaration.

Q: DO I NEED TO PROVE MY FINANCIAL HARDSHIP IS RELATED TO COVID-19?

A: No. The CDC’s order does not require that a renter’s financial hardship be COVID-related.

Q: WHO IN MY HOUSEHOLD NEEDS TO SIGN A DECLARATION?

A: The CDC's order specifies that every adult on the lease **MUST** sign and send their own declaration. This also includes roommates.

Q: WHAT IF MY LANDLORD IGNORES THE DECLARATION AND MOVES FORWARD WITH EVICTION?

A: Contact our office immediately. Depending on eligibility, we may be able to provide legal assistance.

Landlords who violate the CDC's order may be fined up to \$100,000, face up to a year in jail, or both if the evicted person contracts coronavirus as a result of the eviction. If an evicted tenant dies of coronavirus, the landlord could be fined up to \$250,000, face up to a year in jail, or both.

Q: WHAT IF I AM IN THE PROCESS OF BEING EVICTED?

A: Because the order blocks all phases of the eviction process, if you are going through an eviction the process should be halted until the moratorium expires on December 31, 2020. You should notify the court in which you are being evicted that you have sent a declaration to your landlord.

Q: SHOULD I STILL PAY MY RENT?

A: Yes! If you are able, you should still pay as much of your rent as possible in order to continue meeting the qualifications for the moratorium. The declaration also requires you to agree that you will make partial payments to your landlord to the extent your circumstances allow it. All back rent will have to be paid once the moratorium expires on December 31, 2020.

RENTER'S DECLARATION

I, [Click or tap here to enter text.](#), certify under penalty of perjury, pursuant to 28

U.S.C. 1746, that the foregoing are true and correct:

1. I have used best efforts to obtain all available government assistance for rent or housing¹;
2. I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
3. I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses;
4. I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
5. If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³
6. I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

¹ "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

² An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

³ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

7. I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.
8. I understand that pursuant to the CDC Order titled "Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19" issued on September 4, 2020, published at 85 Fed. Reg. 55292, a landlord is prohibited from taking any action to remove or cause the removal of a tenant from the rental property once the tenant has submitted this declaration to the landlord. A landlord who violates the CDC Order may be subject to a fine of up to \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate court proceedings as appropriate seeking imposition of these criminal penalties.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant

Date